

07-22-2004



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

7.14.04

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
May 14, 2004

Name Thomas P. Kazas

Formerly

- ☒ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization United States

Receiving Party

☐ Mark if additional names of receiving parties attached

Name IP Brands LLC

DBA/AKA/TA

Composed of

Address (line 1) 130 Southpointe Drive

Address (line 2)

Address (line 3) Bridgeville

PA

15017

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☐ Corporation ☐ Association
- ☒ Other Limited Liability Company
- ☒ Citizenship/State of Incorporation/Organization Delaware

07/21/2004 6TOM11 00000024 76403932

FOR OFFICE USE ONLY

01 FC:8521
02 FC:8522

40.00 OP
500.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 003010 FRAME: 0755

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Barry I. Friedman, Esq.

Name of Person Signing



Signature

7/15/04

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

2,363,349	2,435,649	2,498,679
2,545,493	2,635,608	2,727,542
2,762,771		

ASSIGNMENT

Assignor: Thomas P. Kazas
Assignee: IP Brands LLC
Subject: Assignment of Trademarks/Service Marks

Thomas P. Kazas, an individual (hereafter "ASSIGNOR"), residing at 415 Ironwood Drive, Canonsburg, Pennsylvania 15317, is the sole and exclusive owner of the trademark/ service mark applications and registrations identified on Schedule A, attached hereto, and the goodwill of the business symbolized thereby (hereafter "MARKS"):

IP Brands LLC, a Delaware limited liability company, (hereafter "ASSIGNEE") having its principal office and place of business at 130 Southpointe Drive, Bridgeville, PA 15017, is desirous of acquiring all right, title and interest in the MARKS.

Now, therefore, to all whom it may concern, be it known that for good and valuable consideration, the receipt thereof which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to the ASSIGNEE the aforementioned MARKS, together with the goodwill of the business symbolized by said MARKS, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said ASSIGNOR if this assignment and sale had not been made.

ASSIGNOR agrees that he will communicate to ASSIGNEE or the representatives thereof any facts known to him respecting said MARKS, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for ASSIGNEE, to assist or enable said ASSIGNEE to obtain and enforce full benefits of ownership of said MARKS and from the rights and interests herein assigned. ASSIGNOR additionally agrees to execute copies of this assignment or

portions thereof regarding any or all of the aforementioned trademark/service mark applications and registrations, as required by ASSIGNEE in the future.

ASSIGNOR of the aforesaid MARKS hereby agrees to waive all rights and privileges to attack the registration of the aforesaid MARKS which ASSIGNOR has assigned as against anyone claiming a right under any or all of the aforementioned MARKS under ASSIGNOR's assignment or grant.

ASSIGNOR warrants that he is the sole and exclusive owner of the MARKS listed within this assignment, and that the MARKS are free of all liens, security interests, claims or other encumbrances except where specifically noted.

ASSIGNOR warrants that no license has been granted in and to the MARKS.

In Testimony Whereof, ASSIGNOR has caused these presents to be signed.

Date MAY, 14, 2004

By 
Thomas P. Kazas

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) ss:

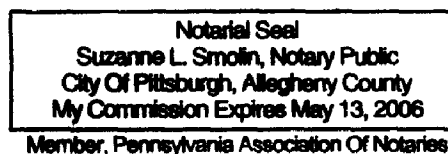
Subscribed and sealed before me this 14th day of May, 2004.


Notary Public

My Commission Expires:

5.13.2006

[NOTARIAL SEAL]



SCHEDULE A**TRADEMARK/SERVICE MARKS****Registrations**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SONATA	1,255,469	October 25, 1983
CUP DESIGN	2,048,943	April 1, 1997
JAVA SONATA	2,095,516	September 9, 1997
CUP & BOTTLE DESIGN	2,107,332	October 21, 1997
JAVA SONATA	2,165,971	June 16, 1998
GREAT TASTE CUP AFTER CUP	2,175,602	July 21, 1998
CUP & SAUCER DESIGN	2,182,812	August 18, 1998
A CUP OF JAVA SOUNDS SO GOOD	2,196,212	October 13, 1998
SONATA	2,262,010	July 20, 1999
SONATA	2,363,349	June 27, 2000
JAVA SONATA	2,435,649	March 13, 2001
NAUTICA	2,498,679	October 16, 2001
THE ART OF FINE COFFEE	2,545,493	March 12, 2002
MELACAFE	2,635,608	October 15, 2002
OLÉ	2,727,542	June 17, 2003
COUNTRY MILL	2,762,771	September 9, 2003

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
COUNTRY MILL	76/403,932	May 3, 2002
HOMETOWN	78,304,415	September 23, 2003
HOMETOWN & DESIGN	78/304,425	September 23, 2003
THE TASTE WORTH STAYING HOME FOR	78/391,507	March 26, 2004
SONATA	78/418,570	May 13, 2004